

JACK RUSSO (State Bar No. 96068)
CHRISTOPHER SARGENT (State Bar No. 246285)
COMPUTERLAW GROUP LLP
401 Florence Street
Palo Alto, CA 94301
Telephone: (650) 327-9800
Facsimile: (650) 618-1863
E-mail: jrusso@computerlaw.com
csargent@computerlaw.com

Attorneys for GROUPION, LLC
and PETER-CHRISTOPH HAIDER
[Specially Appearing]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GROUPION, LLC, a California limited liability
company,

Plaintiff,

v.

GROUPON, INC., a Delaware corporation, THE
POINT, INC., a Delaware corporation, and
GOOGLE, INC., a Delaware corporation,

Defendants.

Case No.: 3:11-cv-00870-JSW (MEJ)

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
WITH PREJUDICE**

GROUPON, INC., a Delaware corporation,

Counterclaimant,

v.

GROUPION, LLC, a California limited liability
company, and PETER-CHRISTOPH HAIDER,
an individual,

Counterclaim Defendants.

Pursuant to Rule 41(a)(1)(A) and (B) of the Federal Rules of Civil Procedure, the parties hereby jointly stipulate to dismiss all claims and counterclaims in this action WITH PREJUDICE, as follows:

WHEREAS, on April 4, 2011, Plaintiff and Counter-Defendant Groupon, LLC (“Groupon”) filed a First Amended Complaint (Dkt. 10), asserting various claims against Defendant and Counterclaimant Groupon, Inc. (“Groupon”), The Point, Inc.¹, and Google, Inc., including: (1) Declaratory Relief (pertaining to Defendants Groupon, Inc., and The Point, Inc.); (2) Trademark Infringement [15 U.S.C. § 1114] (against all Defendants); and, (3) Unfair Competition (against all Defendants);

WHEREAS, on February 10, 2012, Groupon filed its First Amended Answer To Plaintiff Groupon’s First Amended Complaint and Counterclaims (Dkt. 112), which included two counterclaims: (1) for violation of the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) against Groupon and Counter-Defendant Mr. Peter-Christoph Haider; and, (2) for a Declaration of Cancellation of Groupon’s Trademark (under 15 U.S.C. § 1119);

WHEREAS, on May 8, 2012, the Court dismissed Groupon’s claims by its Order on Summary Judgment (Dkt. 145);

WHEREAS, on September 7, 2012, this Court entered an Order Dismissing Defendant Google, Inc., Without Prejudice (Dkt. 196), pursuant to a Joint Stipulation filed by the parties;

WHEREAS, on August 20, 2012, this Court ordered that the parties appear at a settlement conference before one of the district’s Magistrate Judges (Dkt. 192), and said settlement conference took place on September 24, 2012 before Magistrate Judge Cousins;

WHEREAS, the parties were subsequently able to reach an agreement settling this litigation (including all claims and counterclaims) and have entered into a confidential settlement agreement; NOW THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED, by and between the parties, that all claims and counterclaims by the parties in this litigation be DISMISSED WITH PREJUDICE, each side to bear its own attorneys’ fees and costs.

¹ As of June 16, 2009, ThePoint.com, Inc., a/k/a The Point, changed its name to Groupon, Inc.

The parties further stipulate that this Court shall retain jurisdiction to enforce the parties' settlement agreement as necessary and to the fullest extent provided by law. The parties further stipulate that all disputes and/or disagreements arising under the parties' settlement agreement shall first be subject to non-binding confidential mediation before Magistrate Judge Cousins.

IT IS SO STIPULATED.

Dated: December 21, 2012

FENWICK & WEST LLP

By: /s/Jedediah Wakefield
Jedediah Wakefield
Attorneys for Counterclaimant
Groupon, Inc.

Dated: December 21, 2012

COMPUTERLAW GROUP LLP

By: /s/Jack Russo
Jack Russo
Attorneys for Counterclaim Defendants
Groupon, LLC and Peter Christoph Haider

ATTORNEY ATTESTATION

Pursuant to General Order 45, I hereby attest that concurrence in the filing of this document has been obtained from the signatory indicated by a 'conformed' signature (/s/) within this e-filed document.

/s/Jack Russo
Jack Russo, Esq.

//

//

//

//

//

//

[PROPOSED] ORDER

Pursuant to the Joint Stipulation of the Parties, all claims and counterclaims in this litigation are hereby DISMISSED WITH PREJUDICE, each party to bear its own attorneys' fees and costs.

The Court shall retain jurisdiction to enforce the parties' settlement Agreement as necessary and to the fullest extent provided by law. All disputes and/or disagreements arising under their Agreement shall first be subject to non-binding confidential mediation before Magistrate Judge Cousins.

Dated: _____, 2012

THE HONORABLE JEFFREY S. WHITE
United States District Court Judge